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August 16, 1995

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AUG 16 1995

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY

**BY HAND DELIVERY**

DOCKET FILE COPY ORIGINAL

The Honorable Arthur I. Steinberg  
Administrative Law Judge  
Federal Communications Commission  
2000 L Street, N.W.  
Room 228  
Washington, DC 20554

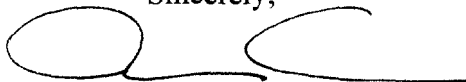
Re: TCA Management Co.; Teleservice Corporation of America; and  
TCA Cable of Amarillo v. Southwestern Public Service Company  
PA 90-0002

Dear Judge Steinberg:

The parties have been able to reach a settlement of the entire case.

I am therefore filing a Motion for Entry of Stipulated Order; and a Motion to  
Defer Briefing and Pre-Hearing Dates.

Sincerely,



Paul Glist

Enclosure(s)

No. of Copies rec'd  
List A B C D E



Before the  
**Federal Communications Commission**  
Washington, D.C. 20554

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AUG 16 1995

Mr. [illegible] [illegible]

**In the Matter of** ) **CC DOCKET NO. 95-84**

TCA Management Co.; Teleservice  
Corporation of America; and TCA  
Cable of Amarillo, Inc.

DOCKET FILE COPY ORIGINAL

Complainants,

v.

Southwestern Public Service Company,

PA 90-0002

Respondent

**TO: The Honorable Arthur I. Steinberg**  
**Administrative Law Judge**

**MOTION FOR ENTRY OF STIPULATED ORDER**

The parties have entered into the attached Settlement Agreement and jointly request entry of an order accepting the settlement as final resolution of all matters in this case.

12024520193 COLE RAYWID BRAVERMAN

769 P09

AUG 15 '95 16:04

Respectfully submitted,

TCA Management Co.; Teleservice Corporation  
of America and TCA Cable of Amarillo, Inc.

By: 

Paul Glist  
COLE, RAYWID & BRAVERMAN  
1919 Pennsylvania Avenue, N.W.  
Suite 200  
Washington, D.C. 20006

Its Attorney

Southwestern Public Service Company

By: 

Barry S. Spector  
Carrie L. Bungarner  
WRIGHT & TALISMAN, P.C.  
1200 G Street, N.W.  
Suite 600  
Washington, DC 20005

Its Attorney

August 16<sup>th</sup> 1995

Before the  
**Federal Communications Commission**  
Washington, D.C. 20554

RECEIVED

JUL 16 1995

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FEDERAL COMMUNICATIONS COMMISSION

<b>In the Matter of</b>	)	<b>CC DOCKET NO. 95-84</b>
	)	
<b>TCA Management Co.; Teleservice</b>	)	
<b>Corporation of America; and TCA</b>	)	
<b>Cable of Amarillo, Inc.</b>	)	
	)	
<b>Complainants,</b>	)	
	)	
<b>v.</b>	)	
	)	
<b>Southwestern Public Service Company,</b>	)	<b>PA 90-0002</b>
	)	
<b>Respondent</b>	)	
	)	

**TO: The Honorable Arthur I. Steinberg**  
**Administrative Law Judge**

**SETTLEMENT AGREEMENT**

This settlement agreement is made and entered into as of July 1, 1995, by and between TCA Management Co.; Teleservice Corporation of America; and TCA Cable of Amarillo, Inc., (collectively, "Complainants") and Southwestern Public Service Company who are parties to the Pole Attachment Complaint now pending before the Federal Communications Commission ("FCC") as CC Docket No. 95-84, PA 90-0002 .

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. Complainants execute this agreement for themselves, their successors, assignees and anyone or any entity claiming through them for Complainants' claims asserted in this case.

2. Southwestern Public Service Company executes this agreement for itself, its successors, assignees, and anyone or any entity claiming through it. This agreement does not affect present or future claims by Southwestern Public Service Company, their predecessors, successors, assignees, subsidiaries or affiliates which concern matters other than Southwestern Public Service Company pole attachment rates for 1990 through the end of this agreement.

3. This agreement does not affect the present or future participation of any of the parties hereto in rulemaking or other similar non-complaint proceedings related to pole attachment rates.

4. In full and final settlement of Complainants' claims concerning Southwestern Public Service Company's pole attachment rates, the parties agree as follows:

- a. The rate of \$3.23 will apply to all of TCA's communications attachments from 1/1/95 to 12/31/98; \$3.23 adjusted for accumulated change in CPI from 1/1/95 will apply from 1/1/99 to 12/31/01; from 1/1/02 through 12/31/04, the rate will be adjusted again for accumulated change in CPI since 1/1/99. Neither party will change or challenge the rate during the term, regardless of FCC rules or changes in FCC rules
- b. Each of the complainants' respective Licensing Agreement for Pole Attachments (the "License Agreements") shall be deemed amended

without the necessity of (1) signing any further amendments to such agreement or (2) any written notices.

- c. Southwestern Public Service Company agrees to refund to Complainants \$141,618.07 within thirty (30) days after an order approving this settlement.

5. Neither Complainants nor Southwestern Public Service Company will file any pole attachment complaint with the FCC with respect to the pole attachment rates agreed upon above.

6. The parties agree that this agreement is a compromise settlement of disputed claims and that this agreement will not be construed as an admission of liability by either party. This agreement shall not provide third parties with any remedy, claim, liability or other right.

7. This agreement contains the entire agreement between the parties with respect to the matters described herein, and all prior agreements, oral or written presentations, statements, understanding, proposals, and undertakings with respect to such matters are superseded and replaced by the provisions of this agreement. This agreement cannot be modified or terminated except by a written document executed by all parties hereto.

8. This agreement may be executed in counterparts.

IN WITNESS THEREOF, the parties hereby execute this agreement effective as of the date first written above.

Respectfully submitted,

TCA Management Co.; Teleservice Corporation  
of America and TCA Cable of Amarillo, Inc.

By: 

Paul Glist  
COLE, RAYWID & BRAVERMAN  
1919 Pennsylvania Avenue, N.W.  
Suite 200  
Washington, D.C. 20006

Its Attorney

Southwestern Public Service Company

By: 

Barry S. Spector  
Carrie L. Bumgarner  
WRIGHT & TALISMAN, P.C.  
1200 G Street, N.W.  
Suite 600  
Washington, DC 20005

Its Attorney

August 16 1995

**CERTIFICATE OF SERVICE**

I, Julie P. Gordy, a legal secretary with the law firm of Cole, Raywid & Braverman, L.L.P., do hereby certify that a copy of the foregoing was sent via first-class, postage pre-paid, United States mail, this 16th day of August, 1995, to the following:

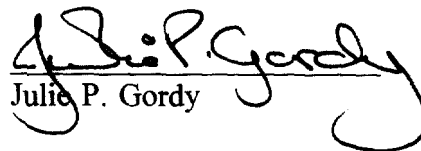
Hon. Arthur I. Steinberg\*  
Administrative Law Judge  
Federal Communications Commission  
2000 L Street N.W. Room 228  
Washington, D.C. 20554

Southwestern Public Service Company  
P.O. Box 1261  
Amarillo, TX 79170  
Attn: Lester Baldock

Jon Reel\*  
George E. Johnson\*  
Common Carrier Bureau  
Federal Communications Commission  
2000 L Street N.W.  
Room 257  
Washington, D.C. 20554

Alan J. Statman  
Barry S. Spector  
Carrie L. Bumgarner  
Wright & Talisman, P.C.  
1200 G Street, N.W.  
Suite 600  
Washington, D.C. 20005

\*Via Hand Delivery

  
Julie P. Gordy



Before the  
**Federal Communications Commission**  
Washington, D.C. 20554

<b>In the Matter of</b>	)	<b>CC DOCKET NO. 95-84</b>
	)	
<b>TCA Management Co.; Teleservice Corporation of America; and TCA Cable of Amarillo, Inc.</b>	)	
	)	
<b>Complainants,</b>	)	
	)	
<b>v.</b>	)	
	)	
<b>Southwestern Public Service Company,</b>	)	<b>PA 90-0002</b>
	)	
<b>Respondent</b>	)	
	)	

**TO: The Honorable Arthur I. Steinberg  
Administrative Law Judge**

**MOTION TO DEFER BRIEFING AND PRE-HEARING DATES**

The HDO and the Judge's Order of June 23, 1995, established specific procedures for the filing and exchange of information in this case, in order to simplify the process and to promote settlement. The parties have pursued that process and have reached settlement, the terms of which are now pending before the Bureau and the judge. Complainants hereby request that the briefing and pre-hearing date be deferred pending entry of an Order based upon the settlement.

Respectfully submitted,

TCA Management Co.; Teleservice Corporation  
of America and TCA Cable of Amarillo, Inc.

By: 

Paul Glist  
COLE, RAYWID & BRAVERMAN, L.L.P.  
1919 Pennsylvania Avenue, N.W.  
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Southwestern Public Service Company

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August 16<sup>th</sup>, 1995

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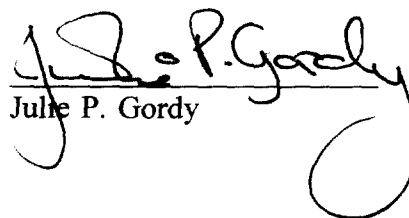
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